

**CONTRACT OF EMPLOYMENT
OF
SCHOOL SUPERINTENDENT**

Pursuant to KRS 160.350, this contract is made and entered into this 7TH day of August, 2014, by and between **FLEMING COUNTY BOARD OF EDUCATION**, with a principle address of 211 West Water Street, Flemingsburg, Kentucky 41041 (hereinafter called "Board"), and **BRIAN K. CREASMAN, Ed.D.**, of currently of 1725 Parker Lane, Henderson, NC 27536, a certified teacher holding a superintendent's certificate currently issued by the state of North Carolina, and able to be re-issued under reciprocity by the Commonwealth of Kentucky upon application by the holder thereof (and which will occur by application made within 2 days of the signing hereof), and in accordance with section 161.020 of the Kentucky Revised Statutes, and which is now in force and effect (hereinafter called "Superintendent").

WITNESSETH: That at a lawfully called and noticed meeting of the Board, held at Fleming County School's Central Office on the 7TH day of August, 2014, the said Brian K. Creasman was duly appointed Superintendent for the public schools of Fleming County, Kentucky for a term commencing on the 2ND day of SEPTEMBER, 2014, and expiring at close of business on the 30th day of June, 2018. The parties to this contract hereby reduce to writing and agree to the following terms and conditions:

A) The services to be performed by the Superintendent shall be such as are required by the Kentucky Revised Statutes (KRS 160.370, et al), by the lawful rules and regulations of the Kentucky Department of Education (hereinafter called "KDE"), and by the lawful rules and regulations of the local Fleming County Board of Education (hereinafter called "the Board").

B) The duties to be performed are to commence on the 2ND day of SEPTEMBER, 2014 for the remainder of the 2014-15 school year, for a period of 240 work days in said school year; and commence on the 1st day of July, 2015, 2016, and 2017, for the 2015-16, 2016-17, and 2017-18 school years, for a period of 240 work days in all said school years, all in conformity with the school calendar adopted or amended by the Board and approved by the KDE for the school year, for the number of days required by such calendar, together with extended employment, to end not later than June 30th for each of the 4 school years of this contract.

C) The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this contract. However, the Superintendent, with prior approval of the Board, may undertake consultive work, speaking engagements, writing and lecturing,

or other professional duties and obligations, which do not impede or conflict with Superintendent's duties to this school system and the Board.

D) In consideration of the services provided for by this contract the Superintendent shall be paid a salary in accordance with this contract adopted by the Board and approved by the KDE for any year coming within the limits of this contract, the salary for the first such school year being **One-Hundred-Ten-Thousand Dollars (\$110,000.00)**. The Superintendent shall also receive thereafter any Board-approved, or state legislative mandated percentage increases or specified dollar amount increases as may be approved for all certified school employees for the second, third and fourth year of this contract. However, no additional payment shall be made for Rank and Service for the term of this contract.

E) The salary shall be payable not later than the end of each month during the period of employment and/or in accordance with a plan adopted by Board Policy, and in compliance with the lawful rules and regulations of the KDE.

F) The Board shall provide the Superintendent with the following benefits:

1. Umbrella policy premium for Superintendent Excess Liability coverage through KASA.
2. Twelve (12) sick days per year, to be accrued at the rate of 1 day for each normal month worked, and to be accumulated without limit if unused.
3. One (1) personal day per year.
4. Three (3) emergency days as defined in Board policy not to be deducted from sick leave.
5. Vacation days shall accrue for the Superintendent at the rate of 1 day for each normal month worked, and may be held and carried over if not used during the school year, exclusive of any and all state and/or school-recognized holidays.
6. Health Insurance will be provided Superintendent by the State as done for all other certified employees. In addition, the District shall provide enhanced family coverage for his spouse and child, until such time as his spouse may obtain a job with health care benefits, but in no event shall said enhanced family benefit coverage at District expense extend beyond June 30, 2015.

G) The Superintendent shall be paid a monthly allowance for the following expenses in addition to the regular salary established herein:

1. Vehicle and in-county travel expenses - Three-Hundred Dollars (\$300.00);
2. Technology expenses - One-Hundred-Fifty Dollars (\$150.00)
(incurred while carrying out the duties of Superintendent from his home or office. This expense includes but is not limited to personal computer equipment and personal high-speed internet access, and cellular phone service);
3. Term Life Insurance - One-Hundred-Thousand Dollars (\$100,000.00)
Coverage amount, premium paid annually by the Board.

H) In addition, the Board agrees that it shall be responsible for the payment of the Superintendent's professional educational membership dues in KASS, KASA, and KSBA, and will pay up to 3 professional magazine subscriptions, and membership dues for Rotary Club, all as incurred.

I) The Superintendent shall attend appropriate professional meetings and conferences at the regional, state, and national levels. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an itemized statement of out-of-district travel and related expenses is submitted to and approved by the Board.

J) Since the Superintendent desires to live in the School District, he will be paid moving expenses for his relocation to Fleming County. It is agreed and understood this one-time reimbursement for moving expenses will be limited to no more than \$6,000.00, and payable within 5 days after itemized expense reimbursement request is presented to the District and approved by the Board.

K) The Superintendent shall be evaluated by the Board on an annual basis during the term of this contract.

L) The Superintendent shall keep such records and reports and furnish the same to the Board at regular periods designated by it and its lawful rules and regulations, and the lawful rules and regulations of the KDE.

M) The power of the Board to suspend or dismiss the Superintendent pursuant to the provisions of KRS 160.350 is in no manner impaired or affected by this contract. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss the Superintendent during the term of this contract. No discharge shall be effective until written charges have been served and an opportunity for a fair hearing in accordance with Kentucky Revised Statutes after legal notice of said hearing is provided to the Superintendent in writing, unless waived by the Superintendent. However, the Superintendent realizes that the Board is not obligated to extend the contract beyond the current term addressed herein.

N) This contract shall remain in full force subject to all provisions herein, unless and until lawfully terminated under the provisions included herein, or under other provisions of the Kentucky Revised Statutes.

O) This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract, and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether written or oral.

WITNESS the following signatures as of the day, month, and year first written above, to

this contract of five (5) pages in total length.

**FLEMING COUNTY BOARD
OF EDUCATION:**

SUPERINTENDENT:

By: Mike Ishmael
Mike Ishmael, Chairman

Brian K. Creasman
Brian K. Creasman, Ed.D.

STATE OF KENTUCKY
COUNTY OF FLEMING

Before me personally appeared Mike Ishmael in his official capacity as Chairman of the Fleming County Board of Education, who produced, signed and acknowledged the foregoing "Contract of Employment of School Superintendent" with Brian K. Creasman, Ed.D., being 4 pages in length, to be the free act and deed of said Board for all purposes therein contained.

Witness my hand and official seal this 7th day of August, 2014.

[Signature]
Notary Public, State of Ky. @ Large


My Comm. Expires: 9-20-2016

STATE OF KENTUCKY
COUNTY OF FLEMING

Before me personally appeared Brian K. Creasman, Ed.D., who produced, signed and acknowledged the foregoing "Contract of Employment of School Superintendent" with the

Fleming County Board of Education, being 4 pages in length, to be his free act and deed for all purposes therein contained.

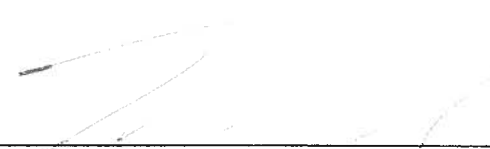
Witness my hand and official seal this 7th day of August, 2014.



Notary Public, State of Ky. @ Large

My Comm. Expires: 9-26-2016

This Instrument Prepared By:



Thomas L. MacDonald, School Board Attorney
MacDonald, Walton, Razor & Thompson, PLLC
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